

EXHIBIT T

DISTRIBUTION AGREEMENT

This Distribution Agreement ("Agreement") is dated effective as of December 27, 2010 by and between **IORI OPERATING, INC.**, a Nevada corporation ("Parent") and **IORI CENTURA, INC.**, a Nevada corporation ("Subsidiary").

RECITALS

- A. Parent owns one hundred percent (100%) of the issued and outstanding shares of Stock of Subsidiary.
- B. Subsidiary owns the lender's interest in a Promissory Note ("Note") dated December 23, 2010 in the original principal amount of \$5,793,344.67, given by Fenton Real Estate, Inc., to Subsidiary and wishes to distribute the Note to the Parent.

AGREEMENT

NOW, THEREFORE, for an in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Subsidiary hereby distributes the Note to the Parent.
- 2. The parties agree that this Agreement is made and entered into and is performable in Dallas County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas, and that any litigation, special proceedings or other proceedings as between the parties that may be brought or arise out of, in connection with or by reason of this Agreement shall be brought in the applicable Federal or State Court in and for Dallas County, Texas, which courts shall be the exclusive courts of jurisdiction and venue.
- 3. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms. The provision held to be void, illegal or unenforceable shall be limited so that it shall remain in effect to the extent permissible by law.
- 4. This Agreement supersedes all prior or contemporaneous agreements, oral or written between the parties concerning the transaction contemplated hereby, and constitutes the entire agreement between the parties respecting the transaction contemplated hereby; and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties relied solely

upon the representations and agreements contained in this Agreement and no others. All prior or contemporaneous representations or agreements, whether written or verbal, not expressly incorporated herein are of no force or effect and no changes in or additions to this Agreement shall be recognized unless and until made in writing by all parties hereto.

5. No amendment, modification, deletion, release, termination, extension of, alteration, variance or change in, or supplement to the provision of this Agreement shall be valid and effective or otherwise binding on the parties hereto unless or until such amendment, etc., shall have been reduced to writing and executed by the parties hereto with the same formality as this Agreement.
6. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument.
7. After the Closing, the parties will execute and deliver such documents and instruments, and do all such other acts and things as may be reasonably necessary to carry out the provisions of this Agreement.

[Signature page to follow]


PARENT:

IORI OPERATING, INC.,
a Nevada corporation

By: 
Steven A. Shelley, Vice President

SUBSIDIARY:

IORI CENTURA, INC.,
a Nevada corporation

By: 
Steven A. Shelley, Vice President